

AMERICAN ARBITRATION ASSOCIATION

FRATERNAL ORDER OF POLICE, LODGE :
NO. 5, :
 : Case No. 01 16 0000 6580
-and- :
 : Grievant: John Ciarlante
CITY OF PHILADELPHIA :

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia ("City") and the Fraternal Order of Police, Lodge No. 5 ("FOP") are parties to a collective bargaining agreement; and,

WHEREAS, John Ciarlante ("Ciarlante") is employed by the City and a member of the bargaining unit represented by the FOP; and,

WHEREAS, on October 2, 2013, Ciarlante was charged with, and subsequently suspended for, the following violations of the Disciplinary Code: Conduct Unbecoming, Section 1-§009-10 (Lying or attempting to deceive regarding a material fact during the course of any Departmental investigation): 5 days; Insubordination, Section 4-§002-10 (Refusal to promptly obey proper orders from a superior officer): 10 days; and Insubordination, Section 4-§003-10 (Profane, insulting, or improper language, conduct, or gestures toward, in the direction of, or in relation to, a superior officer): 10 days, for a total of 25 days;

WHEREAS, Ciarlante initiated a grievance, contending that the City violated the collective bargaining agreement; and,

WHEREAS, the City denies that it has, in any way, violated the collective bargaining agreement with the FOP; and,

WHEREAS, the matter has proceeded unresolved to the above-captioned arbitration; and,

WHEREAS, the parties wish to resolve this matter without resort to further litigation;

NOW, THEREFORE, the parties agree as follows:

1. The City will reduce the 25-day suspension to an 11-day suspension, and Ciarlante will be made whole for 9 days. The charge of Conduct Unbecoming, Section 1-§009-10 will be expunged from Ciarlante's personnel record. The charges of Insubordination, Sections 4-§002-10 and 4-§003-10 will remain on his record. Ciarlante's record will reflect that he received a five (5) day suspension for violation of Section 4-§002-10 and a six (6) day suspension for violation of 4-§003-10. Ciarlante will be transferred to the 6th District.

2. In consideration of the foregoing, the FOP and Ciarlante agree to withdraw the grievance and demand for arbitration in this matter.

3. Nothing in this Agreement shall be construed as an admission by the City that it, in any way, violated the collective bargaining agreement.

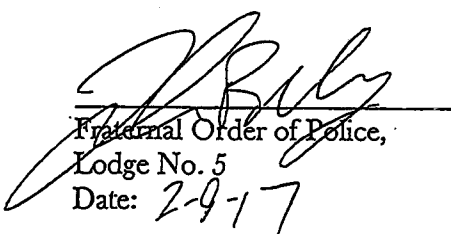
4. This Agreement is not intended in any way to set precedent or to prejudice the respective positions of the parties with respect to this matter or any other future disputes, grievances, or other legal matters. This Agreement may not be introduced, or referred to, for any purpose by either party in any subsequent administrative, judicial, or other legal proceedings. This Agreement may, however, be used in any proceeding necessary to compel enforcement of the Agreement.

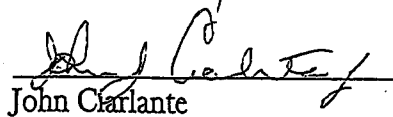
5. By entering into this Agreement, all parties hereto acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions, enter into this Agreement voluntarily, and agree to be bound hereby.

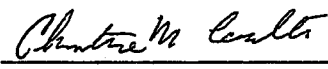
6. In further consideration of the foregoing, the FOP and Ciarlante, and their agents, assigns, heirs, and representatives, releases the City, its departments, officials, agents, and employees from any claims they had, have, or may have arising out of, or are related to, the subject matter of the grievance.

7. By entering into this Agreement and in exchange for the promises made herein, Ciarlante, for himself, his agents, legal representatives, assigns, heirs, legatees, administrators, personal representatives and executors voluntarily and of their own free will agree to and hereby do forever release, discharge and hold harmless the FOP, its present or past divisions, affiliates, partners, contracting parties, predecessors, successors or assigns and their respective current and former trustees, directors, officers, employees, contractors, members, attorneys and agents of each of them, and any of their successors or assigns, from any and all claims, demands, actions, liabilities and other claims for relief and/or remuneration whatsoever, whether known or unknown, arising from or which could have arisen from the FOP's representation of Ciarlante in connection with the Grievance described above.

WHEREFORE, the FOP, the City, and Ciarlante, intending to be legally bound by this Agreement, enter into this Agreement this 19 day of January, 2017, as evidenced by their signatures or the signatures of their representatives below.


Fraternal Order of Police,
Lodge No. 5
Date: 2-9-17


John Ciarlante
Date: 2-9-17


Philadelphia Police Department
Date: 1/19/17